

Jeremy D. Maurer, *Pro Se Plaintiff*  
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**UNITED STATES DISTRICT COURT  
 NORTHERN DISTRICT OF CALIFORNIA**

JEREMY D. MAURER,

Plaintiff,

v.

MARCUS & PARTNERS, INC., STEVEN A.  
 BOOSKA, SHEVGUR LLC d/b/a  
 BORROWLENSES.COM,

Defendants

Case No. C11-03580

**JOINT CASE MANAGEMENT  
 CONFERENCE STATEMENT**

Pursuant to the Court's Case Management Scheduling Order for Reassigned Civil Case dated August 10, 2011, plaintiff and defendants submit the following Joint Case Management Conference Statement and Proposed Order. Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Civil Local Rule 16-9 the parties conferred by telephone on Tuesday, October 4, 2011. The meeting was between Jeremy D. Maurer, pro se plaintiff, Steven A. Booska, Esq. on behalf of STEVEN A. BOOSKA ("BOOSKA"), Elizabeth A. Brekhus, Esq. on behalf of SHEVGUR LLC d/b/a BORROWLENSES.COM ("SHEVGUR"), and Brandon L. Reeves, Esq. on behalf of MARCUS & PARTNERS, INC. ("MPI").

**1. Jurisdiction and Service**

The Court has jurisdiction in this case on the grounds plaintiff's complaint alleges violations of the Fair Debt Collection Practices Act ("FDCPA"), codified at 15 U.S.C. 1692 *et seq.* As such, it presents a Federal question. All defendants have been served with a summons and complaint in this

1 action.

2 **2. Facts**

3 Plaintiff: Generally, plaintiff alleges Defendants violated the Fair Debt Collection Practices  
4 Act (FDCPA) and California Rosenthal Fair Debt Collection Practices Act by engaging in unlawful  
5 collection practices in an attempt to collect a debt, misrepresent the legal status of the debt,  
6 misrepresent the balance of the debt; false, deceptive or misleading practices; conduct which has the  
7 natural consequence to abuse or annoy; and unfair and unconscionable practices. The underlying  
8 matter giving rise to the debt in question was when plaintiff rented lenses and a flash from defendant  
9 SHEVGUR, LLC for a personal family vacation to Disneyland. Plaintiff rented these items in a  
10 personal capacity for the benefit of himself and his family. Defendant SHEVGUR, LLC sued  
11 plaintiff in his individual capacity and never alleged the underlying transaction was a commercial  
12 debt as they have alleged in their Answer on file.

13 Defendant MARCUS & PARTNERS, INC.: Defendant denies plaintiff's allegations and  
14 denies that it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on  
15 any of his claims.

16 Defendant STEVEN A. BOOSKA: :: Defendant denies plaintiff's allegations and denies that  
17 it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his  
18 claims.

19 Defendant SHEVGUR, LLC: :: Defendant denies plaintiff's allegations and denies that it  
20 violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his  
21 claims.

22 **3. Legal Issues**

23 Plaintiff: The FDCPA does not ordinarily require proof of intentional violation, and is a  
24 strict liability statute. See *McCullough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939, 948  
25 (9th Cir. 2011). The FDCPA broadly prohibits the use of "any false, deceptive, or misleading  
26 representation or means in connection with the collection of any debt." The exhibits attached to  
27 plaintiff's complaint in this matter speak for themselves. Plaintiff views this case as one of clear  
28 liability.

1 Defendant MARCUS & PARTNERS, INC.: Defendant denies plaintiff's allegations and  
2 denies that it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on  
3 any of his claims.

4 Defendant STEVEN A. BOOSKA: .: Defendant denies plaintiff's allegations and denies that  
5 it violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his  
6 claims.

7 Defendant SHEVGUR, LLC: .: Defendant denies plaintiff's allegations and denies that it  
8 violated any provision of the FDCPA or Rosenthal Act, or that it is liable to plaintiff on any of his  
9 claims.

10 **4. Motions**

11 Plaintiff: Plaintiff is likely to file motions to strike portions of the answers filed by  
12 defendants. Plaintiff plans to file motions for summary judgment or in the alternative, partial  
13 summary judgment.

14 Defendant MARCUS & PARTNERS, INC.: Defendant anticipates filing a motion for  
15 summary judgment.

16 Defendant STEVEN A. BOOSKA: .: Defendant anticipates filing a motion for summary  
17 judgment.

18 Defendant SHEVGUR, LLC: Defendant anticipates filing a motion for summary judgment.

19 **5. Amendment of Pleadings**

20 Plaintiff may seek to amend his complaint based upon the facts revealed through disclosures  
21 and discovery. The amendments will be to include additional state law claims.

22 **6. Evidence Preservation**

23 The parties agree to preserve all evidence which may be relevant to plaintiff's claims and  
24 defendants' defenses.

25 **7. Disclosures**

26 The parties agree to serve their initial disclosures on or before October 31, 2011.

27 **8. Discovery**

28 The parties jointly propose the following discovery plan:

1 All fact discovery will be commenced in time to be completed by June 2012.

2 Designation of experts will be made by August 2012.

3 The number of interrogatories, requests for admissions, and requests for production of  
4 documents, as well as the number and length of depositions shall be set forth in the Federal Rules of  
5 Civil Procedure.

6 **9. Class Actions**

7 This is not a class action.

8 **10. Related Cases**

9 There are no related cases.

10 **11. Relief**

11 Plaintiff seeks the following relief: (1) statutory damages; (2) actual damages; (3) punitive  
12 damages; and (4) costs.

13 Defendants dispute that plaintiff is entitled to any of the relief requested.

14 **12. Settlement and ADR**

15 The parties will file their ADR stipulation prior to the CMC. The parties agree to participate  
16 in an early neutral evaluation conference through the Court's ADR program.

17 **13. Consent to Magistrate Judge For All Purposes**

18 All of the parties do not consent to have a magistrate judge conduct all further proceedings  
19 including trial and entry of judgment.

20 **14. Other References**

21 None.

22 **15. Narrowing of Issues**

23 None at this time.

24 **16. Expedited Schedule**

25 The parties do not agree this case can be handled on an expedited basis with streamlined  
26 procedures.

27 **17. Scheduling**

28 The parties propose the following dates for discovery cutoff, designation of experts, and

RX Date/Time  
2011 Oct 24 11:43 AM

10/24/2011 11:53 510 834 8746  
MacMorris & Carbone 510-834-8746

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1 hearing of dispositive motions, pretrial conference, and trial:

2 Discovery: June 2012

3 Designation of Experts: August 2012

4 Hearing of Dispositive Motions: September 2012

5 Pretrial Conference: October 2012

6 Trial: November 2012

7 **18. Trial**

8 All parties have requested a jury trial. The parties anticipate the length of trial will be 3 days.

9 **19. Disclosure of Non-party Interested Entities or Persons**

10 Plaintiff: Plaintiff has no disclosures to report.

11 Defendant MARCUS & PARTNERS, INC.: Defendant filed its disclosure of non-party  
12 interested entities or persons. Other than this defendant, there are no persons or entities to report.

13 Defendant STEVEN A. BOOSKA: Other than this defendant, there are no persons or entities  
14 to report.

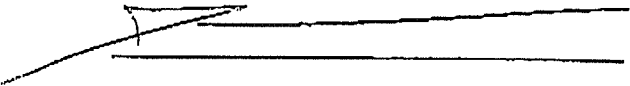
15 Defendant SHEVGUR, LLC: Other than this defendant, there are no persons or entities to  
16 report.

17 **20. Other Matters**


18 None at this time

19 Respectfully submitted,

21 Dated: October 24, 2011

22   
Jeremy D. Maurer, Pro Se Plaintiff

24 Dated: October \_\_\_\_, 2011

25   
Steven A. Booska, Esq.  
26 Attorney for Defendant,  
STEVEN A. BOOSKA

1 hearing of dispositive motions, pretrial conference, and trial:

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4 Hearing of Dispositive Motions: September 2012

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10 Plaintiff: Plaintiff has no disclosures to report.

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14 to report.

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16 report.

17 **20. Other Matters**

18 None at this time

19 Respectfully submitted,

20  
21 Dated: October 24, 2011

\_\_\_\_\_  
22 Jeremy D. Maurer, Pro Se Plaintiff

23  
24 Dated: November 1, 2011

\_\_\_\_\_  
25 /s/ Steven A. Booska  
26 Steven A. Booska, Esq.  
27 Attorney for Defendant,  
28 STEVEN A. BOOSKA

1 Dated: November 1, 2011

ELLIS LAW GROUP, LLP

2  
3 /s/ Brandon L. Reeves

4 Brandon L. Reeves, Esq.  
5 Attorneys for Defendant,  
6 MARCUS & PARTNERS, INC.

7 Dated: November 1, 2011

BREKHUS LAW PARTNERS

8 /s/ Elizabeth A. Brekhus

9 Elizabeth A. Brekhus, Esq.  
10 Attorneys for Defendant  
11 SHEVGUR, LLC dba BORROWLENSES.COM  
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**CERTIFICATE OF SERVICE**

I, Jennifer E. Mueller, declare:

I am a citizen of the United States, am over the age of eighteen years, and am not a party to or interested in the within entitled cause. My business address is 555 University Avenue, Suite 200 East, Sacramento, CA 95825.

On November 1, 2011, I served the following document(s) on the parties in the within action:

**JONT CASE MANAGEMENT CONFERENCE STATEMENT**

<b>X</b>	<b>BY MAIL:</b> I am familiar with the business practice for collection and processing of mail. The above-described document(s) will be enclosed in a sealed envelope, with first class postage thereon fully prepaid, and deposited with the United States Postal Service at Sacramento, CA on this date, addressed as follows:
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Jeremy Maurer P.O. Box 70474 Oakland, CA 94612	Attorneys for In Pro Persona
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<b>X</b>	<b>VIA ELECTRONIC SERVICE:</b> The above-described document(s) will be delivered electronically through the Court's ECF/PACER electronic filing system, as stipulated by all parties to constitute personal service, to the following:
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Steven A. Booska Law Offices of Steven A. Booska 25 Kearny Street Suite 500 San Francisco, CA 94108	Attorneys for Defendant Steven A. Booska
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Elizabeth Brekhus Brekhus Law Partners 1000 Drakes Landing Road Greenbrae, CA 94904	Attorneys for Defendant Shevgur LLC d/b/a Borrowlenses.com
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I declare under penalty of perjury under the laws of the State of California that the foregoing is a true and correct statement and that this Certificate was executed on November 1, 2011.

By   
Jennifer E. Mueller